

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION

DAVID AUSTIN and MARY JUNE AUSTIN	§	
Plaintiffs,	§	
	§	
and	§	
	§	
MORGAN HARRIS, Individually and as	§	
Administratrix of the Estate of KIMBERLY	§	Civil Action No. 3:17-cv-01196-M
RENEE HARRIS and as Next Friend of J.H.	§	
and J.H., Minor Children	§	
Intervenors,	§	
	§	
v.	§	
	§	
SWIFT TRANSPORTATION COMPANY OF	§	
ARIZONA, LLC d/b/a SWIFT LEASING	§	
COMPANY, LLC, CASEY BARTLETT,	§	
and JOHNNY HAROLD HARRIS, JR.	§	
Defendants.	§	

**FINAL JUDGMENT**

On the 11th day of July, 2018, came on to be heard the above-referenced cause and came Plaintiffs, **DAVID AUSTIN and MARY JUNE AUSTIN, and MORGAN HARRIS, Individually and as Administratrix of the Estate of KIMBERLY RENEE HARRIS and as Next Friend of J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED], Minor Children,** and Paula J. Miller, duly appointed by the Court as Guardian Ad Litem for Intervenors **J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED], Minor Children,** and came Defendants **SWIFT TRANSPORTATION COMPANY OF ARIZONA, LLC d/b/a SWIFT LEASING COMPANY, LLC, and CASEY BARTLETT.**

The Court is of the opinion and has found that a Guardian Ad Litem should be appointed to represent Intervenors, **J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED],** the

**Minor Children**, and the Court thereupon appointed Paula J. Miller, a practicing attorney, as Guardian Ad Litem for said Minors, and said Guardian Ad Litem, after due investigation, announced to the Court that she is ready to proceed.

Incorporated herein by reference is the Settlement and Release Agreement approved and executed by the parties identified herein on the 11th day of July, 2018.

All parties identified herein announced ready and advised the Court that they have agreed to waive a jury and submit all matters and things in dispute among them for the determination of the Court without the intervention of a jury. All of the parties identified herein have further advised the Court that they have agreed, subject to approval of the Court, to compromise and settle all remaining matters and things in dispute among them for the total sum identified in the Settlement and Release Agreement to be paid by the Defendants, and which proceeds and sums have been approved by the Guardian Ad Litem, Plaintiffs, Intervenors, and their counsel of record.

After considering the pleadings, evidence, and arguments of counsel, the Court is of the opinion and finds that the liability of the Defendants identified herein is uncertain, doubtful, and disputed; and that **Plaintiffs DAVID AUSTIN and MARY JUNE AUSTIN, and Intervenors MORGAN HARRIS, Individually and as Administratrix of the Estate of KIMBERLY RENEE HARRIS and as Next Friend of J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED], Minor Children**, are fully informed with respect to the facts of liability, the doubtful and disputed nature of the cause of action, and the nature and extent of the damages claimed; and that, with the knowledge of the cause of action as above stated, the parties identified herein have agreed to compromise and settle such cause of action for the total consideration recited in the Settlement and Release Agreement.

After hearing the evidence, the Court is of the opinion and finds that the settlement presented to the Court is fair and equitable and is in the best interest of J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED], Minor Children, and further approves the action and conduct of Paula Miller in reviewing and approving this settlement on behalf of the Minor Intervenor as the Court-appointed Guardian Ad Litem. Further, the Court is of the opinion that the agreement to compromise and settle all claims, demands, and cause of action herein involved between the parties identified herein is reasonable, fair and just, and the same is hereby in all things approved.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED** by the Court that the Plaintiffs **DAVID AUSTIN and MARY JUNE AUSTIN, and Intervenor MORGAN HARRIS, Individually and as Administratrix of the Estate of KIMBERLY RENEE HARRIS and as Next Friend of J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED], Minor Children,** do have and recover of and from Defendants **SWIFT TRANSPORTATION COMPANY OF ARIZONA, LLC d/b/a SWIFT LEASING COMPANY, LLC, and CASEY BARTLETT** the total sum identified in the Settlement and Release Agreement, payable by Defendants in the total amount, and according to the distribution identified in the Settlement and Release Agreement.

It is further **ORDERED, ADJUDGED AND DECREED** the Defendants pay as follows:

**ONE MILLION, ONE HUNDRED FIFTY THOUSAND, THREE HUNDRED U.S. DOLLARS (\$1,150,300.00)** to be distributed as follows:

- (A) **As to DAVID AUSTIN AND MARY JUNE AUSTIN the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00), payable to DAVID AND MARY JUNE AUSTIN and their attorneys, Ted B. Lyon, Christy Lynn Hester, Lyon & Associates, PC, Town East Tower, Suite 525, 18601 LBJ Freeway, Mesquite, Texas 75150;**
- **As to MORGAN TAYLOR HARRIS upfront cash and future periodic payments**

**with the combined present cost of Three Hundred Thousand Dollars (\$300,000.00)**, of which \$247,651.73 to be payable to **MORGAN TAYLOR HARRIS** and her attorneys, Houston M. Smith, Jordan M. Shaw, Law Offices of Houston M. Smith, P.C., 210 East Moore, Terrell, Texas 75160 as more fully described below.

- **As to J [REDACTED] [REDACTED] H [REDACTED] (a minor) upfront cash and future periodic payments with the combined present cost of Three Hundred Thousand Dollars (\$300,000.00)**, of which \$122,651.73 payable to Morgan Harris as Next Friend of J [REDACTED] [REDACTED] H [REDACTED] and her attorneys, Houston M. Smith, Jordan M. Shaw, Law Offices of Houston M. Smith, P.C., 210 East Moore, Terrell, Texas 75160 as more fully described below.
- **As to J [REDACTED] [REDACTED] H [REDACTED] (a minor) upfront cash and future periodic payments with the combined present cost of Three Hundred Thousand Dollars (\$300,000.00)**, of which \$122,651.73 payable to Morgan Harris as Next Friend of J [REDACTED] [REDACTED] H [REDACTED] and her attorneys, Houston M. Smith, Jordan M. Shaw, Law Offices of Houston M. Smith, P.C., 210 East Moore, Terrell, Texas 75160 as more fully described below.
- **As to The Estate of KIMBERLY RENEE HARRIS the sum of Three Hundred Dollars (\$300.00)**, payable to Johnny Harris.

1.1 Payments due at the time of settlement as follows:

Of the \$900,000.00 described above and set forth for the settlement of Intervenor's Claims, The Law Offices of Houston Smith shall receive the total sum of \$ 493,255.19, of which \$125,000.00 shall be payable to Morgan Harris, \$367,955.19 shall be deemed as attorneys' fees and expenses, and \$ 300.00 shall be paid to Johnny Harris on behalf of the Estate of Kimberly Harris.

1.2 Periodic payments made according to the schedule as follows (the "Periodic Payments"):

(a) Payable to Morgan Harris ("Payee")

\$755.76 per Month, guaranteed 6 years, beginning on December 9, 2018.  
The last payment will be made on November 9, 2024.

(b) Payable to J [REDACTED] H [REDACTED] ("Payee")

\$10,000.00 guaranteed lump sum payable on August 17, 2019.

\$2,000.00 Semiannually, guaranteed 3 years, beginning on August 17, 2019. The last payment will be made on February 17, 2022.

\$500.00 per Month, guaranteed 3 years, beginning on August 17, 2019. The last payment will be made on July 17, 2022.

\$15,000.00 guaranteed lump sum payable on August 17, 2023.

\$25,000.00 guaranteed lump sum payable on August 17, 2026.

\$40,000.00 guaranteed lump sum payable on August 17, 2028.

\$113,525.50 guaranteed lump sum payable on August 17, 2031.

(c) Payable to J [REDACTED] H [REDACTED] ("Payee")

\$10,000.00 guaranteed lump sum payable on May 9, 2021.

\$2,000.00 Semiannually, guaranteed 3 years, beginning on July 1, 2021. The last payment will be made on January 1, 2024.

\$500.00 per Month, guaranteed 3 years, beginning on July 1, 2021. The last payment will be made on June 1, 2024.

\$15,000.00 guaranteed lump sum payable on May 9, 2025.

\$25,000.00 guaranteed lump sum payable on May 9, 2028.

\$42,000.00 guaranteed lump sum payable on May 9, 2030.

\$128,416.29 guaranteed lump sum payable on May 9, 2033.

The obligation to make periodic payments described in section 1.2(a) may be assigned to Pacific Life & Annuity Services, Inc. and funded by an annuity contract issued by Pacific Life Insurance Company, rated A+XV by A.M. Best Company, and AA- by Standard and Poor's.

The obligation to make periodic payments described in section 1.2(b) may be assigned to Mutual of Omaha Structured Settlement Company and funded by an annuity contract issued by United of Omaha Life Insurance Company, rated A+XV by A.M. Best Company, and AA- by Standard and Poor's.

IT IS FURTHER ORDERED that the rights to receive periodic payments granted to the minor Plaintiff(s) in this Judgment may not be sold, transferred, hypothecated, pledged, or otherwise alienated in any manner, directly or indirectly, without the prior approval of the then-sitting Judge of this Court, as evidenced by an order approving such transaction entered after compliance with all requirements of the Structured Settlement Protection Act, §§ 141.001, Texas Civil Practice and Remedies Code, as it now exists or may hereafter be amended, or any successor to such statute. Any purported or attempted sale, transfer, hypothecation, pledge, or other alienation of such payment rights that has not been so approved will be a direct violation of this order.

It is further **ORDERED, ADJUDGED AND DECREED** that this Judgment relates to causes of action between Plaintiffs **MORGAN HARRIS, Individually and as Administratrix of the Estate of her mother, KIMBERLY RENEE HARRIS, and as Next Friend of her minor siblings J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED]**; and Defendants **SWIFT TRANSPORTATION COMPANY OF ARIZONA, LLC d/b/a SWIFT LEASING COMPANY, LLC, and CASEY BARTLETT.**

The said Guardian Ad Litem, Paula J. Miller, is hereby awarded the sum of \$ 6,500.00 for services rendered on behalf of **J [REDACTED] [REDACTED] H [REDACTED] and J [REDACTED] [REDACTED] H [REDACTED], Minor Children**, which said sum is hereby taxed to the Defendants as costs of Court. The

Guardian Ad Litem's fee is not included in the total settlement amount. Upon the Court's approval of this Final Judgment, Paula J. Miller is discharged from her duties as Guardian Ad Litem.

It is further **ORDERED, ADJUDGED AND DECREED** that all other costs of Court are taxed against the parties incurring the same and that all causes of actions as between the parties are hereby dismissed with prejudice to refiling.

**SIGNED** this 11th day of July, 2018.



BARBARA M. G. LYNN  
CHIEF JUDGE